

1 HONORABLE BARBARA J. ROTHSTEIN
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UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF WASHINGTON

ASSUREDPARTNERS OF WASHINGTON,
LLC,

Plaintiff,

v.

MARK ACARREGUI, ALLIANT
INSURANCE SERVICES, INC., and JO-ANN
PABALATE,

Defendants.

Case No. 2:20-cv-00290 BJR

ORDER GRANTING STIPULATED
TEMPORARY RESTRAINING
ORDER AGAINST DEFENDANT JO-
ANN PABALATE

IT IS HEREBY STIPULATED by and between Plaintiff AssuredPartners of Washington, LLC (“Assured”) and Defendant Jo-Ann Pabalate (“Pabalate”), by and through their respective counsel of record, as follows:

WHEREAS, on April 16, 2020, Assured filed an Amended Verified Complaint in this matter adding Pabalate as a defendant and asserting claims against her, including for misappropriation of trade secrets and breach of contract relating to restrictive covenants in her employee agreement with Assured;

WHEREAS, Assured and Pabalate agree to the terms of this Stipulation;

WHEREAS, Assured and Pabalate agree that this Stipulation and Order shall not be construed as an admission by Defendants as to liability or wrongdoing on any aspect of Assured’s ORDER GRANTING STIPULATED TEMPORARY RESTRAINING ORDER (CASE NO. 20-00290 BJR)

SEYFARTH SHAW LLP
Attorneys at Law
800 Fifth Avenue
Suite 4100
Seattle, WA 98104
(206) 946-4910

1 claims;

2 WHEREAS Pabalate stipulates to temporary injunctive relief pursuant to the terms below
3 without the post of any bond by Assured;

4 NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED, by and
5 between Assured and Pabalate, through their respective counsel, that the Court shall enter a
6 Stipulated Temporary Injunction against Pabalate pursuant to the terms below.

7 **IT IS SO STIPULATED.**

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10 PREG O'DONNELL & GILLETT PLLC

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12 s/ Eric P. Gillett
Eric P. Gillett, WSBA #23691
13 Attorneys for Jo-Ann Pabalate

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15 SEYFARTH SHAW LLP

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17 s/ J. Scott Humphrey
s/ Helen M. McFarland
s/ Besma Fakhri
18 J. Scott Humphrey, Esq. (*pro hac vice*)
Helen M. McFarland, WSBA 51012
20 Besma Fakhri (*pro hac vice*)
Attorneys for Assured Partners
21 of Washington, LLC

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26 ORDER GRANTING STIPULATED
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1 **STIPULATED TEMPORARY RESTRAINING ORDER**

2 Having read and considered Plaintiff AssuredPartners of Washington, LLC (“Assured”)
3 and Defendant Jo-Ann Pabalate’s (“Pabalate”) Stipulation, and for good cause shown, the
4 Stipulation is approved. The COURT HEREBY ORDERS AS FOLLOWS:
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6 1. Defendant Jo-Ann Pabalate (“Pabalate”), and all parties in active concert or
7 participation with her who receive actual notice of this Order by personal service or otherwise, are
8 temporarily enjoined from using, accessing, possessing or disclosing any of Assured’s confidential,
9 proprietary, and/or trade secret information;

10 2. Pabalate is temporarily enjoined from the following:

11 a. Offering, selling, soliciting, quoting, placing, providing, renewing, or
12 servicing any insurance product or service to, or on behalf of, any Restricted
13 Client,

14 b. Taking any action, intended or reasonably likely, to cause any vendor,
15 insurance carrier, wholesale broker, Restricted Client, other client of
16 Assured, or any other third party with a material business relationship with
17 Assured to cease or refrain from doing business with Assured, and

18 c. Soliciting, hiring, engaging, or seeking to induce any of Assured’s
19 employees to terminate such employee’s employment with Assured for any
20 reason, including, without limitation, to work for Pabalate or a competitor
21 of Assured;

22 3. For purposes of this Order, “Restricted Client” means the following:

23 a. Any client of Assured at the office where Pabalate was employed during the
24 two (2) years immediately preceding the date on which Pabalate’s
25 employment with Assured ended (the “Separation Date”),

26 b. Any client of Assured during the two (2) years immediately preceding the
27 Separation Date to which Pabalate had some involvement in proposing,
28 selling, quoting, placing, providing, servicing, or renewing any insurance
29 product or service or about whom Pabalate received Assured confidential
30 information, or

1 c. Any prospective client of Assured within the two (2) years immediately
2 preceding the Separation Date as to which Pabalate had involvement in
3 proposing, selling, quoting, placing, providing, servicing, or renewing any
4 insurance product or service or about whom Pabalate received Assured
5 confidential information;

6 4. Pabalate and all parties in active concert with her who receive actual notice of this
7 Order by personal service or otherwise shall return to Assured all Assured property, including
8 without limitation, all Assured-issued computers, electronic media, PDAs, and electronic storage
9 devices, and shall return to Assured all originals and copies of any and all files and/or documents
10 that contain or were derived from Assured's confidential and proprietary information.—

11 5. Pabalate and all parties in active concert with her who receive actual notice of this
12 Order by personal service or otherwise shall arrange for a neutral forensic examiner to acquire full
13 forensic images of all computers, cellular phones, smartphones, and other electronic storage
14 devices and email accounts belonging to, under the control of, accessible to, or operated by them
15 that contain Assured's confidential and proprietary information, which the neutral forensic
16 examiner shall examine based on a mutually agreeable forensic examination protocol involving
17 search terms (including hash values, file names and search terms derived from files Assured alleges
18 Pabalate took).

19 6. This Stipulated Temporary Restraining Order shall not be construed as an
20 admission by Defendants as to liability on any aspect of Assured's claims or that any of the
21 information at issue is confidential, proprietary, or trade secret.

22 7. This Stipulated Temporary Restraining Order shall be effective without the posting
23 of any bond or undertaking by Assured, as Pabalate has waived such requirement.

24 8. Assured and Pabalate agree that certain limited and expedited discovery is
25 necessary before a hearing on Assured's Motion for a Preliminary Injunction and will provide a
26 proposed expedited discovery schedule to the Court on or before April 22, 2020.

27 9. This Order shall be effective until June 1, 2020, and no longer, without the further
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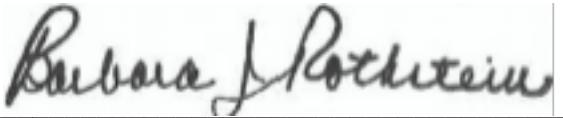
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1 order of this Court.

2 IT IS SO ORDERED.

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4 DATED this 21st day of April 2020.

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The Honorable Barbara J. Rothstein